

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

EMPLOYERS MUTUAL CASUALTY)
COMPANY, an insurance company)
Incorporated in the State of Iowa;)

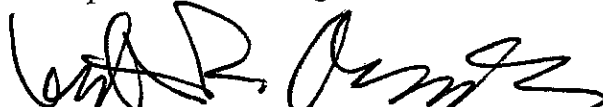
V.) CIVIL ACTION NUMBER

OLLIE WADSWORTH; and) 2:05 CV 602-T
JOSEPH M. PEIL,)
)
Defendants.)

AFFIDAVIT OF WILLIAM R. CHANDLER

STATE OF ALABAMA)
MONTGOMERY COUNTY)

My name is William R. Chandler and I am defending Ollie Wadsworth in a civil action pending in the Circuit Court of Bullock County styled Joseph M. Peil v. Ollie Wadsworth, Civil Action No. CV-2004-87. The attached First Amended Complaint asserting misrepresentation and suppression claims against Ms. Wadsworth was filed and is being litigated in the underlying action. I have personal knowledge of the above facts.


William R. Chandler



STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that WILLIAM R. CHANDLER, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed same voluntarily on day the same bears date.

GIVEN under my hand and official seal this 27 day of
January, 2006.

Kristina Leigh Simpson
Notary Public
My Commission Expires: 5-4-08

(SEAL)

IN THE CIRCUIT COURT OF BULLOCK COUNTY, ALABAMA

WILLIAM J. ...

JOSEPH M. PEIL,

Plaintiff,

v.

OLLIE WADSWORTH,

Defendant.

Civil Action No. CV-2004-87

FIRST AMENDED COMPLAINT

Plaintiff amends his Complaint as follows:


1. Plaintiff re-asserts and re-alleges each and every count of the original Complaint as if fully set out herein.

MISREPRESENTATION AND SUPPRESSION

2. Plaintiff alleges that in February, 2003, and continuing for a period of several months, Defendant repeatedly made representations that the closing on the property would take place at certain dates and times. These representations were false and defendant knew they were false. Plaintiff relied on them to his detriment by traveling to Alabama, paying earnest money, and otherwise forbearing on other properties. In the alternative, Defendant suppressed the fact that she had no intention to sell the property and going through with the closing on the various dates. Plaintiff relied and was injured as aforesaid.

Wherefore, Plaintiff demands an amount of compensatory and punitive damages as a jury may award, plus costs.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Brian P. Strength", written over a horizontal line.

JOCK M. SMITH (SMI047)

BRIAN P. STRENGTH (STR052)

Attorneys for Plaintiff

OF COUNCIL:

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